

INVITATION TO BID
ITB-027-2021
WATER QUALITY SAMPLING & LAB TESTING – ANNUAL
CONTRACT

City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

RELEASE DATE: September 15, 2021

DEADLINE FOR QUESTIONS: September 29, 2021

RESPONSE DEADLINE: October 18, 2021, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/lcfla>

City of Lake City
INVITATION TO BID

WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

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1. INTRODUCTION

1.1. Summary

INVITATION TO BID

ITB-027-2021

Sealed bids will be accepted by the City of Lake City, Florida until Monday, October 18, 2021 at 2:00 pm, local time through the City's e-Procurement Portal, ProcureNow. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

Any deviation from the specifications must be explained in detail under "Clarifications and Exceptions", as part of the Bidder's Response, and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions related to this ITB shall be submitted in writing through the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Question & Answer Submission Date by Question & Answer Submission Time. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Wednesday, September 29, 2021 at 4:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of sixty (60) days following the opening of the responses.

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address, and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and

other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager’s office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

1.2. Contact Information

Karen Nelmes

Procurement Director
205 N. Marion Ave
Lake City, FL 32055
Email: nelmesk@lcfla.com
Phone: [\(386\) 719-5818](tel:(386)719-5818)

Department:

Procurement

1.3. Timeline

Release Project Date	September 15, 2021
Question Submission Deadline	September 29, 2021, 4:00pm

Invitation to Bid #ITB-027-2021

Title: WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

Question Response Deadline	October 6, 2021, 4:00pm
Proposal Submission Deadline	October 18, 2021, 2:00pm

2. INSTRUCTION TO BIDDERS

2.1. Overview

The City of Lake City is accepting bids for WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT.

Bidders shall create a FREE account with ProcureNow by signing up at <https://secure.procurenow.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic response.

2.2. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, ProcureNow, no later than Monday, October 18, 2021 at 2:00 pm. Late proposals shall not be accepted.

Bids must be submitted via the City's e-Procurement Portal, ProcureNow and may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

2.3. Pre-Bid Meeting

There will be no pre-bid meeting associated with this project.

2.4. Questions

All questions related to this ITB shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Wednesday, October 6, 2021 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal.

2.5. Addenda

Addenda notifications will be emailed to all persons on record as following this ITB.

3. SCOPE OF WORK AND RELATED REQUIREMENTS

3.1. General Scope of Work

THE CITY OF LAKE CITY WILL ACCEPT PROPOSALS FOR AN ANNUAL CONTRACT FOR WATER QUALITY SAMPLING AND LABORATORY TESTING FOR THE CITY OF LAKE CITY WASTEWATER TREATMENT PLANT, SPRAYFIELD, KICKLIGHTER FACILITY, AND PRICE CREEK WATER TREATMENT PLANT AND ALL BACTERIOLOGICAL TESTING FOR PLANT AND DISTRIBUTION.

3.2. Specifications

1. The laboratory will furnish all labor and materials to field sample certain items as requested by the City. The Successful Bidder must provide all sample containers for samples collected by the City and delivered by the Bidder to the City laboratory, perform laboratory testing for all of the items identified herein and report the findings. Analytical results shall also be available on the web within a reasonable time frame, in PDF and HTML format. Bidders must demonstrate ability to provide data and applicable invoices on the web prior to bidding and all results must be available on the web for the duration of the contract and up to 6 years after expiration of said contract. Unit prices for tests are to include all labor, transportation, freight overhead, chemical, equipment, tools, capital and administrative cost.

2. Quantities of test shown on the bid form are the expected number of test required during the first year of the contract. The City reserves the right to require more or less testing at the same unit price for each item.

3. The laboratory must be available to collect samples upon notice within a three (3) hour time frame 7 days per week.

3.3. Submittals

1. The laboratory will furnish a copy of their current certification with the Department of Health (DOH) prior to starting work. It can be submitted with your submittal but is not required.

2. Four (4) copies of all laboratory analysis will be furnished for all testing performed. Testing methods will be identified as requested by the Department of Environmental Protection (DEP) or the City.

3. Reports will be prepared to meet the requirements of Florida Administration Code (FAC) 62-550.730, reporting requirements.

3.4. Laboratory Qualifications

The laboratory will have current certifications from the DOH in accordance with Section 403.863, Florida Statutes, and will remain current during the contract period.

3.5. Laboratory Reports

All laboratory results must include Department of Environmental Protection/Environmental Protection Agency (DEP/EPA) maximum contaminant levels (MCL) for each parameter tested.

3.6. Field Sampling and Laboratory Testing

1. When sampling monitoring wells, static water level in each well will be recorded prior to the evacuation of the well for sample collection. Measurement of water elevation will be referenced to National Geodetic Vertical Datum (NGVD) at the precision of plus or minus 0.01 feet and be reported as compared to sea level elevation. This information will be submitted with each quarter's analytical results. Wells must then be purged as required prior to sampling. Groundwater sampling results will be submitted on DEP form 62-620.910 (29Nov94 or latest revision supplied by the city), or a facsimile thereof and emailed to the City's designated representative. Compliance with groundwater standards must be determined by analysis of unfiltered samples.

Spray field monitoring wells- 10 wells/75-95 feet (well Depth)/39-76 feet (to H2O). Bio-solid site Monitoring wells-6 wells/102-160 feet (well Depth)/75-88 feet (to H2O). These are 2 inch wells at both locations. Also - Monitoring Wells at Spray field are tested quarterly, monitoring wells at the Bio-solid Site (Branford Road) are tested monthly

2. Sampling and testing includes field sampling, sampling apparatus, decontamination procedures between sample locations, sample containers, preservation and transportation of sample to laboratory, reporting field and lab results tabulated and contaminate name, sample level and state MCL.

3. Laboratory work will be done in accordance with the requirements of DOH, DEP, National Environmental Laboratory Accreditation Conference (NELAC), National Environmental Laboratory Accreditation Program (NELAP), and FAC 62-550, Part VI analytical methods.

3.7. Field Technician

1. Successful Bidder to provide an in-house trained field technician/courier with appropriate equipment to perform field-testing on an as needed basis as directed by the City of Lake City. All sample cost are to include charges for trained field technician and equipment as appropriate

2. Successful Bidder to provide insured vehicle as required for field technician to be transported to and from sampling point. Charges for said vehicle are to be included in sample cost.

3.8. ITEM I: SCHEDULE OF TEST – WASTEWATER TREATMENT PLANT (DEP PERMIT)

A. DIGESTED SLUDGE:

1. Digested Sludge from the St. Margarets Street plant is to be sampled and composited by plant personnel in accordance with FAC 62-640.650(3) (a) (1). Contracted lab will collect a sub-sample and analyze for items listed in FAC 62-640.650(3) (a) 3. and Code of Federal Regulations (40 CFR) 503.8 and the POTW Sludge Sampling and Analysis Guidance Document (In the cases where disagreements exists between 40 CFR 503.8 and the POTW Sludge Sampling and Analysis Guidance Document, the requirements in 40 CFR 503.8 will apply) quarterly in January, April, July, and October.

2. Analyze sludge before dewatering for % solids.

Sludge Analysis

Parameters Units

MPN (7samples) MPN/g

Nitrogen, Sludge, Tot, Dry Wt (as N) %

Phosphorus, Sludge, Tot, Dry Wt (as P) %

Potassium, Sludge, Tot, Dry Wt (as K) %

Solids, Total, Sludge, Liquid %

PH s.u.

Calcium Carbonate Equivalent %

*Arsenic Mg/kg

*Cadmium Mg/kg

*Copper (as CU) Mg/kg

*Lead Mg/kg

*Mercury Mg/kg

*Molybdenum Mg/kg

*Nickel Mg/kg

*Selenium Mg/kg

*All Dry weight Sludge/Performed Quarterly

B. PLANT INFLUENT, EFFLUENT AND (PAR) PUBLIC ACCESS REUSE:

1. Annual testing will occur at the same time as the third quarter monitoring well testing for the Sprayfield - Treated effluent will be sampled and analyzed for:

- a. Primary Inorganics as listed in FAC 62-550.310 (1) (a) Table 1
- b. Secondary drinking water standards as listed in FAC 62-550.320 Table 6
- c. EPA method 624 and 625 Analytes
- d. Specific Conductance (mhos)
- e. Total Kjeldahl Nitrogen (TKN)
- f. Total Phosphorous. (TP)
- g. Total Organic Carbon (TOC)

2. Weekly – The facility shall take a 16 hour composite sample of the Influent at the monitoring location site INF1 AND final treated effluent at monitoring location site number EFA-1 for Carbonaceous Biochemical Oxygen Demand (cBOD), Total Suspended Solids (TSS) and the facility shall take a grab

sample of the final treated effluent at monitoring location site number EFA-1 Fecal coliform – St Margaret’s facility.

3. Public Access Reuse (PAR) Sampling (EFA1, EFA-3/EFB-1) - 5 to 7 Days/Week – Public Access Reuse (PAR) – The facility shall take a 16 hour composite sample of the final treated effluent at monitoring location site number EFA-1 at the St Margarets facility for Carbonaceous Biochemical Oxygen Demand (cBOD), and the facility shall take a Daily Grab sample of the final treated effluent at monitoring location site number EFB-1 for Total Suspended Solids (TSS) and at monitoring location site number EFA-3 for Fecal Coliform.

4. Monthly – Nitrogen Series and Phosphorous Monitoring – The facility shall take a 16 hour composite sample of the final treated effluent at monitoring location site number EFA-1 on a monthly basis for the following parameters: Total Kjeldahl Nitrogen (as N), Total Ammonia Nitrogen (as N), Total Organic Nitrogen (as N), Total Nitrate plus Nitrite (as N) and Total Nitrogen and Total Phosphorous (as P). The values shall be reported as the concentration in MG/L.

5. Weekly – Nitrate plus Nitrite, Total Nitrogen and Phosphorous Monitoring - The facility shall take a grab sample of the effluent discharged from the lined storage basin at the spray site at monitoring location site number EFA-2 on a weekly basis for the following parameters: Nitrate plus Nitrite (as N), Total Nitrogen and Phosphorous (as P) The values shall be reported at the concentration in MG/L. (Also see permit page 4)

6. Quarterly IPP – (Inf/Eff) Arsenic, Cadmium, Chromium, Copper, Cyanide, Lead, Mercury, Nickel, Molybdenum, Selenium, Silver, Zinc and Ammonia. (used for local parameter limit studies only)

C. ANNUAL TESTING FOR INDUSTRIAL PRETREATMENT

Annual testing for industrial pretreatment shall be conducted during the sixth month of the calendar year, and shall include the Influent (PRT-I), Effluent (PRT-E) and Residuals (PRT-R). The Influent and Effluent shall be analyzed for the following parameters: as listed on the St Margaret’s Facility’s IPP DMR. See attached document. It is important that all chemical names are listed as they are on this Annual IPP (Industrial Pretreatment Program) DMR further all units must be reported as shown on the DMR.

3.9. ITEM II: SCHEDULE OF TEST-EFFLUENT SPRAYFIELD (DEP PERMIT)

A. GROUND WATER MONITORING WELLS AND RESERVOIR -EFFLUENT MONTHLY ANALYSIS:

1. All wells established by permit for ground water monitoring will be sampled and analyzed each calendar quarter for the following parameters. Additional samples, wells and parameters may be required based upon subsequent analyses. Spray Field monitoring wells-10 wells/75-95 feet (well depth)/39-76 feet (to H2O). Monitoring wells at the Spray Field are tested quarterly, monitoring wells at the Bio-Solid Site (Branford Road) are tested monthly.

PARAMETERS

Water Level Relative to NGVD Nitrite plus Nitrate, Total (as N)

Nitrogen, Total (as N) Solids, Total Dissolved (TDS)

Chloride (as Cl) Arsenic, Total Recoverable

Lead, Total Recoverable Turbidity

Coliform, Fecal pH

Phosphate, Ortho (as PO₄) Sulfate, Total

B. WETLANDS QUARTERLY SAMPLES AT 12 SAMPLING LOCATIONS

PARAMETERS

Ammonia

Total Kjeldahl Nitrogen

Total Phosphorus

Nitrate

Nitrate + Nitrite

Nitrite

3.10. ITEM III: SCHEDULE OF TEST-WASTEWATER TREATMENT PLANT (EPA PERMIT)

A. PLANT/ EFFLUENT BY-PASS EVENTS:

1. Plant personnel will take a daily grab sample when unpermitted discharges are made other than to the permitted discharge site.

Provide unit pricing for each sample to be analyzed for the following parameters:

- a. Biochemical Oxygen Demand (cBOD) (5 days) reported as concentrations in mg/l
- b. TSS reported as concentrations in mg/l
- c. pH, reported in standard units
- d. Fecal Coliform from three locations, Upstream, Point of Spill Entry and Downstream NOTE: Influent and Raw Sewage spills must be diluted per FDEP and EPA requirements and cannot be reported as TNTC, there must be a numerical value.)

B. DIGESTED SLUDGE:

- 1. Sample and analyze the sludge for the 125 priority pollutants listed in 40 CFR 122, Appendix D, Tables II and III. Qualitative data for 2, 3, 7 and 8 tetrachlorodibenzo-o-dioxin, (TCDD) if reason to believe that it may be present. Sample and analysis will be in the second calendar quarter. Please see attached Pretreatment DMR.
- 2. Sample and perform a Toxicity Characteristic Leaching Procedure test (TCLP) in accordance with 40 CFR 261, as published on March 29, 1990, volume 55, number 61 federal register (or latest revision).
- 3. Sample and analyze the sludge utilizing a bench-scale test, in accordance with EPA Vector Attraction Reduction Option 2.

4. Sample and analyze the sludge before dewatering for total solids.

C. REAGENT WATER:

1. Contract lab will annually furnish containers and sample reagent water per DOH Lab Certification Chapter DEP FAC 62-160.

D. BACKGROUND SURFACE WATER:

1. Contract lab will quarterly furnish containers and analysis for sampling surface water for total nitrogen. (7 containers).

3.11. ITEM IV: SCHEDULE OF WASTEWATER TREATMENT PLANT, INDUSTRIAL WASTE PRE-TREATMENT PROGRAM (IWPP PERMIT)

A. INDUSTRIAL CUSTOMERS:

1. Sample and analysis the customer effluent as listed in 40 CFR 401.16 for the following:

- a. CBOD
- b. TSS
- c. pH
- d. Oil
- e. Grease

2. Sample and analyses for priority pollutants in accordance with 40 CFR 122 (d)

3. Sample and analysis will be in the third calendar quarter.

3.12. ITEM V: SCHEDULE OF TEST-KICKLIGHTER RECLAMATION FACILITY (DEP PERMIT)

A. DIGESTED SLUDGE:

1. Digested Sludge from the Kicklighter Reclamation Facility is to be sampled and composited by plant personnel in accordance with FAC 62-640.650(3) (a) (1). Contracted lab will collect a sub-sample and analyze for items listed in FAC 62-640.650(3) (a) 3. and Code of Federal Regulations (40 CFR) 503.8 and the POTW Sludge Sampling and Analysis Guidance Document (In the cases where disagreements exists between 40 CFR 503.8 and the POTW Sludge Sampling and Analysis Guidance Document, the requirements in 40 CFR 503.8 will apply) quarterly in January, April, July, and October.

2. Analyze sludge before dewatering for % solids.

Sludge Analysis

Parameters Units

MPN (7samples) MPN/g

Nitrogen, Sludge, Tot, Dry Wt (as N) %

Phosphorus, Sludge, Tot, Dry Wt (as P) %

Potassium, Sludge, Tot, Dry Wt (as K) %

Solids, Total, Sludge, Liquid %

PH s.u.

Calcium Carbonate Equivalent %

*Arsenic Mg/kg

*Cadmium Mg/kg

*Copper (as CU) Mg/kg

*Lead Mg/kg

*Mercury Mg/kg

*Molybdenum Mg/kg

*Nickel g/kg

*Selenium Mg/kg

*All Dry weight Sludge/Performed Quarterly

B. PLANT INFLUENT, EFFLUENT AND (PAR) PUBLIC ACCESS REUSE:

1. Annual testing will occur at the same time as the third quarter monitoring well testing for the Kicklighter Reclamation Facility - Treated effluent will be sampled and analyzed for:

- a. Primary Inorganics as listed in FAC 62-550.310 (1) (a) Table 1
- b. Secondary drinking water standards as listed in FAC 62-550.320 Table 6
- c. EPA method 624 and 625 Analytes
- d. Specific Conductance (mhos)
- e. Total Kjeldahl Nitrogen (TKN)
- f. Total Phosphorous. (TP)
- g. Total Organic Carbon (TOC)

2. Weekly – The facility shall take a 16 hour composite sample of the Influent at the monitoring location site INF1 AND final treated effluent at monitoring location site number EFA-1 for Carbonaceous Biochemical Oxygen Demand (cBOD), Total Suspended Solids (TSS) and the facility shall take a grab sample of the final treated effluent at monitoring location site number EFA-1 Fecal coliform – Kicklighter

3.13. ITEM VI: Price Creek Water Treatment Plant and All Bacteriological Testing for Plant and Distribution

Sample and analysis as needed for the following:

- A. Inorganic Compounds
- B. Total Trihalomethanes,
- C. Haloacetic Acids (five)
- D. Volatile Organic Compounds
- E. Synthetic Organic Compounds (including PDB's/pesticides)
- F. Secondary Standards
- G. Total Coliform / E.coli
- H. Radio Nuclide
- I. Lead and Copper
- J. Nitrite Nitrate
- K. Asbestos

4. TERMS AND CONDITIONS

4.1. Licenses/Qualifications

All Contractor's must be qualified and licensed under the laws, rules and regulations of the State of Florida and the City of Lake City, Florida to perform the work required by these contract documents. Contractor's qualifications including equipment to be used for this project will be subject to review and approval by the City prior to award.

4.2. Insurance

- A. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- D. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

4.3. Indemnity

Successful contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

4.4. Liquidated Damages

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of \$300 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

4.5. Schedule

- A. Upon receipt of all required documents a Notice to Proceed will be issued.
- B. The successful Contractor must complete all work within Fifteen (15) calendar days after delivery of equipment.

4.6. Special Conditions

- A. Extended time may be allowed for the completion of this project due to inclement weather.
- B. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City of Lake City Project Manager.
- C. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

4.7. Contract/Award

- A. The successful Contractor will execute the contract within ten (10) calendar days following issuance of Notice of Award. Upon receipt of required documents, a Notice to Proceed will be issued.
- B. Award shall be made to the most responsive responsible bidder.

4.8. Payment

Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

4.9. Or Equal

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. All requests for "or equal" consideration must be received prior to the deadline for receiving questions.

4.10. Experience/References

Bidders must provide a statement of qualifications and include with their proposal a minimum of Three (3) references for similar project in the last Five (5) years. The list of references must be submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

4.11. Change Orders

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.
- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

4.12. Addendum

It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Failure to submit acknowledgement of any addendum that affects the bid price is considered a major irregularity and will be cause for rejection of the bid.

4.13. Required Documents

The enclosed documents must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, References, Public Entity Crime Statement and E-Verify Affirmation Statement.

4.14. Public Entity Crime

Public Entity Crimes – Section 287.133 (3) (n) of the Florida Statutes requires that a vendor/contractor submit a sworn statement concerning Public Entity crimes. Bidders are required to submit the enclosed form with their bid, failure to do so may be reason for rejection of bid.

4.15. Employment Eligibility Verification (E-Verify)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register,

the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

4.16. Public Record

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

4.17. Payment And Performance Bonds

Payment and performance bonds are not a requirement of this bid.

4.18. Additional Information

The City of Lake City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

5. PRICING PROPOSAL

ITEM I: WASTEWATER TREATMENT PLANT (DEP PERMIT)

A. DIGESTED SLUDGE

Line Item	A. DIGESTED SLUDGE	Estimated Samples	Unit of Measure	Price per sample test	Total
1	Complete set	4	ea.		
2	% Solids before dewatering	4	ea.		
TOTAL					

ITEM I: WASTEWATER TREATMENT PLANT (DEP PERMIT)

B. PLANT IFFLUENT/ EFFLUENT:

Line Item	B. PLANT IFFLUENT/ EFFLUENT:	Estimated Samples	Unit of Measure	Price per sample	Total
1	Annual Treated Effluent Analysis (Industrial Pretreatment)	1	ea.		
2a	Weekly Analysis (St. Margarets EFA-1) CBOD'S	52	ea.		
2b	Weekly Analysis (St. Margarets EFA-1) TSS	52	ea.		
2c	Weekly Analysis (St. Margarets EFA-1) FECAL	52	ea.		
3	Semi-Annual (Service Zone EFA-1) NITRTE	1	ea.		
4a	Bi-Weekly Analysis (Sites INF-1 & EFA-1) CBOD'S	26	ea.		
4b	Bi-Weekly Analysis (Sites INF-1 & EFA-1) TSS	26	ea.		
4c	Bi-Weekly Analysis (Sites INF-1 & EFA-1) FECAL	26	ea.		
5a	Public Access Reuse (PAR) Analysis CBOD	365	ea.		
5b	Public Access Reuse (PAR) Analysis TSS	365	ea.		
5c	Public Access Reuse (PAR) Analysis FECAL	365	ea.		
6	Monthly Nitrogen Series and phosphorous	12	ea.		
7	Weekly Nitrate plus Nitrite Total Nitrogen and Phosphorous	52	ea.		
8	Quarterly IPP	4	ea.		
TOTAL					

ITEM I: WASTEWATER TREATMENT PLANT (DEP PERMIT)

C. ANNUAL IPP ANALYSIS:

Line Item	C. ANNUAL IPP ANALYSIS:	Estimated Samples	Unit of Measure	Price per sample	Total
1	Influent/Effluent/sludge	3	ea.		
TOTAL					

ITEM II: SCHEDULE OF TEST-EFFLUENT SPRAYFIELD (DEP PERMIT)

A. GROUND WATER MONITORING WELLS AND RESEVOIR –EFFLUENT QUARTERLY & MONTHLY ANALYSIS

Line Item	A. GROUND WATER MONITORING WELLS AND RESEVOIR –EFFLUENT QUARTERL	Estimated Samples	Unit of Measure	Price per sample	Total
1	Quarterly (Sprayfield)	40	ea.		
2	Monthly (Bio-Solid Site)	72	ea.		
TOTAL					

ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT)

A. EFFLUENT BY-PASS:

Line Item	A. EFFLUENT BY-PASS:	Estimated Samples	Unit of Measure	Price per sample	Total
1	Complete Set	9	ea.		
TOTAL					

ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT)

B. DIGESTED SLUDGE

Line Item	B. DIGESTED SLUDGE	Estimated Samples	Unit of Measure	Price per sample test	Total
1	125 Priority Pollutants	1	ea.		
2	Toxicity Characteristic	1	ea.		
3	Bench Scale Test	12	ea.		
4	Total Solids	12	ea.		
TOTAL					

ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT)

C. REAGENT WATER

Line Item	C. REAGENT WATER	Estimated Samples	Unit of Measure	Price per sample	Total
1	Annual Analysis	1	ea.		
TOTAL					

ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT)

D. BACKGROUND SURFACE WATER

Line Item	D. BACKGROUND SURFACE WATER	Estimated Samples	Unit of Measure	Price per sample	Total
1	Analysis (quarterly)	4	ea.		
TOTAL					

ITEM IV: WASTEWATER TREATMENT PLANT (IWPP PERMIT)

A. INDUSTRIAL CUSTOMER

Line Item	A. INDUSTRIAL CUSTOMER	Estimated Samples	Unit of Measure	Price per sample	Total
1	Effluent	2	ea.		
2	Pollutants	2	ea.		
TOTAL					

ITEM V: KICKLIGHTER RECLAMATION FACILITY (DEP PERMIT)

A. DIGESTED SLUDGE:

Line Item	A. DIGESTED SLUDGE:	Estimated Samples	Unit of Measure	Price per sample test	Total
1	Complete set	4	ea.		
2	% Solids before dewatering	4	ea.		
TOTAL					

ITEM V: KICKLIGHTER RECLAMATION FACILITY (DEP PERMIT)

B. PLANT IFFLUENT/ EFFLUENT:

Line Item	B. PLANT IFFLUENT/ EFFLUENT:	Estimated Samples	Unit of Measure	Price per sample	Total
1	Annual Treated Effluent Analysis (Industrial Pretreatment)	1	ea.		
2a	Weekly Analysis (Kicklighter Facility EFA-1) CBOD'S	52	ea.		
2b	Weekly Analysis (Kicklighter Facility EFA-1) TSS	52	ea.		
2c	Weekly Analysis (Kicklighter Facility EFA-1) FECAL	52	ea.		
TOTAL					

ITEM VI: PRICE CREEK WATER TREATMENT PLANT AND ALL BACTERIOLOGICAL TESTING FOR PLANT AND DISTRIBUTION

ALL BACTERIOLOGICAL TESTING FOR PLANT AND DISTRIBUTION

Line Item	ALL BACTERIOLOGICAL TESTING FOR PLANT AND DISTRIBUTION	Estimated Samples	Unit of Measure	Price per sample	Total
1	Complete set	52	ea.		
TOTAL					

6. VENDOR QUESTIONNAIRE

6.1. References*

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

***Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

*Response required

6.2. Title and Organization*

Please provide your title and organization's name.

*Response required

6.3. Local Office*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

*Response required

6.4. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

6.5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City ITB-027-2021 described as WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity’s submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity’s ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity’s ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

Please confirm

*Response required

6.6. [Disputes Disclosure Form*](#)

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

Select all that apply

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

None

*Response required

6.7. [Disputes Disclosure Form - Explanation*](#)

If you answered yes for any in the previous question, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. If you selected none, please type "N/A".

*Response required

6.8. [Disputes Disclosure Form - Acknowledgement*](#)

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

Please confirm

*Response required

6.9. [Drug Free Workplace Certificate*](#)

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Please confirm

*Response required

6.10. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
ITB-027-2021, WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Please confirm

*Response required

6.11. E-Verify Affirmation Statement*

ITB-027-2021-WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the Contract is a condition of the Contract.

Please confirm

*Response required

6.12. Bidder's Checklist*

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

Please confirm

*Response required

6.13. Clarifications and Exceptions*

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

*Response required

6.14. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

6.14.1. Federal Identification No. (FEID)*

Please provide your FEIN number here.

*Response required

6.14.2. Acknowledgments*

- A. This sworn statement is submitted with ITB-027-2021.
- B. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.

- C. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- E. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Please confirm

*Response required

6.14.3. Please indicate which statement applies.*

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

Select all that apply

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or

an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

*Response required

6.14.4. Required Documents

Please upload your Final Order if you selected Option 3 or Option 4 above.

6.14.5. Describe Action Taken

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.